

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

GRANDVIEW CONDOMINIUM  
ASSOCIATION, a Washington Non-Profit  
Corporation,

Plaintiff,

v.

STATE FARM FIRE AND CASUALTY  
COMPANY, an Illinois Insurance Company;  
AFFILIATED FM INSURANCE COMPANY, a  
Rhode Island Insurance Company; and DOE  
INSURANCE COMPANIES 1-10,

Defendants.

NO.

**COMPLAINT FOR DECLARATORY  
RELIEF AND MONETARY DAMAGES**

**JURY DEMAND**

Plaintiff Grandview Condominium Association (the “Association”) alleges as follows:

**I. INTRODUCTION**

1.1 This is an action for declaratory judgement and money damages, seeking:

(A) A declaration of the rights, duties and liabilities of the parties with respect to certain controverted issues under insurance policies issued to the Association, respectively, by State Farm Fire and Casualty Company and Affiliated FM Insurance Company. The Association is seeking a ruling that the State Farm Fire and Casualty Company and Affiliated FM Insurance Company policies provide coverage for the damage at the Grandview Condominium and that the above listed insurers are liable for money damages for the cost of investigating and repairing the damage at the Grandview Condominium.

(B) Attorneys' fees (including expert witness fees) and costs.

(C) Any other relief the Court deems just and equitable.

## II. PARTIES AND INSURANCE CONTRACTS

2.1 The Association. The Association is a nonprofit corporation organized under the laws of the state of Washington with its principal place of business located in Seattle, Washington. The Association has the duty to maintain the common elements and any limited common elements of the Grandview Condominium for the common enjoyment of the unit owners. The Grandview Condominium consists of a single, twenty-seven (27) story building with one-hundred eleven (111) residential units located at 2201 3<sup>rd</sup> Ave, Seattle, WA (the "Grandview Property").

2.2 State Farm Fire and Casualty Company. State Farm Fire and Casualty Company ("State Farm") is incorporated under the laws of Illinois with its principal place of business in Bloomington, Illinois. State Farm is registered and authorized to sell insurance in the State of Washington. On information and belief State Farm issued property policies to the Association including but not limited to at least from 1988 until 1989.

2.3 Affiliated FM Insurance Company. Affiliated FM Insurance Company ("AFM") is domiciled in Rhode Island with its principal place of business in Johnston, Rhode Island. AFM sold property insurance policies to the Association including but not limited to Policy No.: TV190 (from at least August 11, 1999 until August, 11, 2000); TV354 (from at least August 11, 2000 until August, 11, 2001); TV559 (from at least August 11, 2001 until August, 11, 2002); TV794 (from at least August 11, 2002 until August, 11, 2003); TW089 (from at least August 11, 2003 until August, 11, 2004); TW394 (from at least August 11, 2004 until August, 11, 2005); TW714 (from at least August 11, 2005 until August, 11, 2006); TZ065 (from at least August 11, 2006 until August, 11, 2007); TZ430 (from at least August 11, 2007 until August, 11, 2008); TZ796 (from at least August 11, 2008 until August, 11, 2009); TT191 (from at least August 11, 2009 until August, 11, 2010); TT589 (from at least August 11, 2010 until August, 11, 2011); SE002 (from at least August 11, 2011 until August, 11, 2012); SE391 (from at least August 11, 2012 until August, 11, 2013); SE779 (from at least August 11, 2013 until August, 11, 2014); TK030 (from at least August 11, 2014 until August, 11, 2015); TK290

(from at least August 11, 2015 until August, 11, 2016); and TK577 (from at least August 11, 2016 until August, 11, 2017). The policies identify the Grandview Condominium as covered property.

2.4 Grandview Insurers. State Farm; AFM; and Doe Insurance Companies 1-10 shall be collectively referred to as the “Grandview Insurers.”

2.5 Grandview Policies. The policies issued to the Association by the Grandview Insurers shall be collectively referred to as the “Grandview Policies.”

### III. JURISDICTION AND VENUE

3.1 This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 (diversity jurisdiction) as the parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.

3.2 Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) as the Grandview Insurers marketed and sold insurance to the Association in King County; a substantial part of the events giving rise to the claim, including the breach of contract, occurred in King County; and the insured condominium building is located in King County.

### IV. FACTS

4.1 Incorporation by Reference. The Association re-alleges the allegations of paragraphs 1.1 through 3.2, above, as if fully set forth herein.

4.2 Tender to Grandview Insurers. During August 2020, the Association tendered claims for insurance coverage to the Grandview insurers for hidden damage recently discovered by Forensic Building Consultants (“Forensic”). The Association offered to enter into tolling agreements with the Grandview Insurers. To date, none of the Grandview Insurers have executed tolling agreements or investigated the Association’s claim. The Association understands from Forensic that the cost to repair the covered hidden water damage at Grandview is substantially over the jurisdictional limit of \$75,000.

### V. FIRST CLAIM AGAINST GRANDVIEW INSURERS FOR DECLARATORY RELIEF THAT THE GRANDVIEW POLICIES PROVIDE COVERAGE

5.1 Incorporation by Reference. The Association re-alleges and incorporates by reference the allegations of paragraphs 1.1 through 4.2, above, as if fully set forth herein.

1 5.2 Declaratory Relief. The Association seeks declaratory relief from the Court in the form of  
2 determinations regarding the following disputed issues:

3 (A) The Grandview Policies cover the damage to hidden water damage to underlying  
4 building components at the Grandview Condominium.

5 (B) No exclusions, conditions, or limitations bar coverage under the policies issued by  
6 State Farm or AFM.

7 (C) The loss or damage to the Grandview Condominium was incremental and  
8 progressive. New damage commenced during each year of the Grandview Policies.

9 (D) As a result, each of the Grandview Policies cover the cost of investigating and  
10 repairing the underlying building components at the Grandview Condominium complex.

11 **VI. PRAYER FOR RELIEF**

12 WHEREFORE, the Association prays for judgment as follows:

13 6.1 Declaratory Judgment Regarding Coverage. A declaratory judgment that the Grandview  
14 Policies provide coverage as described herein.

15 6.2 Money Damages. For money damages in an amount to be proven at trial.

16 6.3 Attorneys' Fees and Costs of Suit. For reasonable attorneys' fees (including expert fees)  
17 and costs. *See Olympic Steamship Co. v. Centennial Ins. Co.*, 117 Wn.2d 37, 811 P.2d 673 (1991),  
18 and RCW 48.30.015.

19 6.4 Other Relief. For such other and further relief as the Court deems just and equitable.  
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**VII. DEMAND FOR JURY TRIAL**

7.1 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, the Association demands trial by jury in this action of all issues so triable.

DATED this 18<sup>th</sup> day of August, 2021.

**STEIN, SUDWEEKS & STEIN, PLLC**

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